



U.S. Environmental Protection Agency
Office of Inspector General
Atlanta Office

MEMORANDUM OF ACTIVITY

CASE NO. OI-AT-2020-AFD-0038

CROSS REFERENCE NO.

CASE TITLE: (b) (6), (b) (7)(C) et al.

NARRATIVE:

CLOSING:

This case was opened based on information alleging criminal activity by EPA staff and contractors involved with the (b) (6), (b) (7)(C) project in EPA Region IV. No evidence was found to support the allegation that either (b) (6), (b) (7)(C) received money from (b) (6), (b) (7)(C). Likewise, no evidence was found to support the allegation that (b) (6), (b) (7)(C) directed (b) (6), (b) (7)(C) in terms of the site design to enable (b) (6), (b) (7)(C) to win the award. (b) (6), (b) (7)(C) attendance at frequent parties where alcohol was served did not constitute a violation of the ethics standard. While (b) (6), (b) (7)(C) may have attended those parties, the allegation did not state (b) (6) consumed any alcohol. Based on the totality of information collected and reviewed, there was insufficient evidence to substantiate any of the allegations. This case will be closed.

ALLEGATION:

On January 2, 2020, Special Agent (b) (6), (b) (7)(C) U.S. Environmental Protection Agency (EPA), Office of Inspector General (OIG), Office of Investigations (OI), Atlanta Field Office, 61 Forsyth Street, S.W., 12th Floor, Atlanta, GA 30303-8960, received via email information from (b) (6), (b) (7)(C) regarding a hotline complaint alleging fraud, waste, abuse and theft related to the (b) (6), (b) (7)(C) Superfund Site in (b) (6), (b) (7)(C). Specifically, the complainant alleged the following:

Allegation 1: (b) (6), (b) (7)(C) worked with (b) (6), (b) (7)(C) to work a deal with the contractor, (b) (6), (b) (7)(C) and the "carpet contractor" to take money from the contractor, (b) (6), (b) (7)(C) underbid the project, and was paid off in the process.

(b) (6), (b) (7)(C) received monies from the (b) (6), (b) (7)(C) company for setting up meetings with the design contractor (b) (6), (b) (7)(C) to tell them how they needed to design the work for the site. Both (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) were present at the meeting when (b) (6), (b) (7)(C) specifically stated to (b) (6), (b) (7)(C) how they wanted the design to look so they could win the award.

Allegation 2: (b) (6), (b) (7)(C) attended multiple site "parties" that (b) (6), (b) (7)(C) held with food and alcoholic beverages on a weekly basis. Both the OSCs and the State personnel witness this activity.

Allegation 3: (b) (6), (b) (7)(C) bribed (b) (6), (b) (7)(C) to use (b) (6), (b) (7)(C) for Westside Lead site.

CASE NO.
OI-AT-2020-AFD-0038

DATE OF ACTIVITY:
July 7, 2022

REPORT DATE:
July 7, 2022

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Allegation 4: (b) (6), (b) (7)(C) called and sent emails to multiple RPM's to discuss the details of the work assignments and costs associated in an attempt to steer the contract toward (b) (6), (b) (7)(C).

On February 23, 2022, this case was transferred to (b) (6), (b) (7)(C) for continuity of the investigation.

FINDINGS:

Allegation 1:

(b) (6), (b) (7)(C), (b) (7)(E)

confirmed there were no payments from (b) (6), (b) (7)(C) or any other contractors to (b) (6), (b) (7)(C).

Further, this allegation was evaluated to determine if any violations of The Procurement Integrity Act and Title 41 U.S. Code, Ch. 21 (Restrictions on obtaining and disclosing certain information) had occurred.

The allegations stated that (b) (6), (b) (7)(C) attendance at 2 design meetings on (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) 2018, were in violation of regulations in the Federal Acquisition Regulations. However, 41 USC 21 does not apply as there are specific definitions regarding what constitutes "contractor bid or proposal information." That type of information had not been submitted to EPA (b) (5), (b) (4).

Based on this, no violation of 41 USC 21 could have occurred.

The Federal Acquisition Regulation, at Section 3.104, sets forth the regulations that implement the provisions of the Procurement Integrity Act.

For competitive procurements, other than as permitted by law, a person shall not knowingly disclose proposal or bid information or source selection information before the award of a contract to which the information relates. Further, a person shall not, other than as permitted by law, knowingly obtain bid or proposal information or source selection information before the award of a contract to which the information relates.

(b) (4), (b) (5)

(b) (4), (b) (5) the information discussed at those meetings did not constitute "proposal or bid information" or "source selection information" according to the FAR.

Allegation 2:

This allegation lacks any statement regarding actions that (b) (6), (b) (7)(C) took that violate any law, rule, or regulation. The allegation merely states that (b) (6), (b) (7)(C) attended parties, perhaps frequently, where alcohol was served.

Ethics standards at Title 5 CFR Part 2635 (standards of ethical conduct for employees of the executive branch) were revised effective January 1, 2017, relating to gift rules applicable to executive branch employees. Those revisions state that "The gift rules have long permitted executive branch employees to attend certain events where modest items of food and refreshments, such as soft drinks, coffee and donuts are offered other than as part of a meal. The new rules now expressly state that alcoholic beverages cannot be offered to or consumed by executive

branch employees at such an event, but also clarify that alcoholic beverages may be offered to and consumed by non-government personnel attending the event.”

Thus, the allegation lacks any stated intent to violate any law, rule, or regulation. (b) (6), (b) (7)(C) mere attendance at frequent parties where alcohol is served does not constitute a violation of the ethics standard. While (b) (6), (b) (7)(C) may have attended those parties, the allegation does not state that (b) (6) consumed any alcohol.

Moreover, travel records indicated (b) (6), (b) (7)(C)

[REDACTED]

Allegation 3:

An interview with the (b) (6), (b) (7)(C) indicated that EPA had not contracted with (b) (6), (b) (7)(C) at the Westside Lead Site. Moreover, there are no records indicating that (b) (6), (b) (7)(C) was an EPA contractor working on the Westside Lead Site.

Allegation 4:

This allegation was evaluated to determine if any violations of 18 U.S. Code § 207 (Restrictions on former officers, employees, and elected officials of the executive and legislative branches) may have occurred. The allegation itself implies that (b) (6), (b) (7)(C) was contacting RPM’s to obtain potential information on future work that has not yet been contracted or possibly announced for contract.

18 USC 207 applies to particular matters that an employee participated personally or substantially or matters that were under their official responsibility. Since the work has not yet occurred and (b) (6), (b) (7)(C) could not have worked on that work, there cannot be any violation of 18 USC 207 since this law is based on preventing government employees from working on issues for which they previously exerted some control while still a government employee.

This allegation was further evaluated to determine if any violations of The Procurement Integrity Act (through 41 USC Ch. 21: Restrictions on Obtaining and Disclosing Certain Information) may have occurred.

Like the rationale against 18 USC 207, 41 USC 21 does not apply as there are specific definitions regarding what constitutes “contractor bid or proposal information” and the allegation does not state that (b) (6), (b) (7)(C) sought bid or proposal information that other contractors submitted. The allegation merely states that (b) (6), (b) (7)(C) contacted RPMs to determine potential costs associated with work on upcoming bids.

(b) (5), (b) (7)(E)

[REDACTED]



U.S. Environmental Protection Agency

Office of Inspector General

Electronic Crimes Division

MEMORANDUM OF ACTIVITY

CASE NO. OI-ECD-2022-CCR-0023

CROSS REFERENCE NO.

CASE TITLE: (b) (6), (b) (7)(C)

GOVERNMENT NETWORK

UNAUTHORIZED ACCESS TO

NARRATIVE:

CLOSING: This report is intended to summarize the outcome of the investigation by the reporting agent(s) and/or any support personnel.

DATE PREPARED: June 24, 2022

DATE REPORTED: December 3, 2021

Referral Source(s)/Referral Number(s): CSIRC and ISO

LOCATION: (b) (6), (b) (7)(C)

INVESTIGATED BY: (b) (6), (b) (7)(C)

SUBJECT: Unknown

STATUTE(S): 18 U.S. Code § 1030 - Unauthorized Access and Damage to a Protected Computer

Type and Number of Affected Machines: Government computer and possible personal computer

Other Important POCs: (b) (6), (b) (7)(C)

ALLEGATION(S): The U.S. Environmental Protection Agency Office of Inspector General, Office of Investigations, Electronic Crimes Division, initiated this investigation based on information provided (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) who stated (b) (6), (b) (7)(C) reported to (b) (6), (b) (7)(C) that when EPA implemented USB restrictions on December 1, 2021, his device failed to work properly. (b) (6), (b) (7)(C) informed (b) (6), (b) (7)(C) that he used a USB cable to connect his work computer with his personal computer (b) (6), (b) (7)(C) stated he used this setup for many years in order to back up files (b) (6), (b) (7)(C) thought were important for years.

(b) (6), (b) (7)(C), (b) (7)(E) revealed USB drives were connected to the EPA device. Examination further revealed files were moved from the EPA laptop to a personal device, however (b) (6), (b) (7)(C) was unable to determine what files were moved to the personal device (b) (7)(E)

(b) (6), (b) (7)(C) has since retired from the EPA and no longer has access to EPA computers or network.

CASE NO.
OI-ECD-2022-CCR-0023

DATE OF ACTIVITY:
December 3, 2021

REPORT DATE:
June 24, 2022

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DISPOSITION: (b) (5), (b) (7)(E) , this investigation is closed.

Report prepared by:

X

(b) (5), (b) (7)(C)

Special Agent



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
OFFICE OF INSPECTOR GENERAL
77 W. JACKSON BOULEVARD
CHICAGO, IL 60604

DATE: June 3, 2022

PREPARED BY: (b) (6), (b) (7)(C)

CASE #: OI-CH-2020-ADM-0081

CROSS REFERENCE: Hotline # 2020-0154

TITLE: Key Logic Systems, LLC, Morgantown, WV

CASE CLOSING REPORT

Subject(s)	Location	Other Data
Key Logic Systems, LLC	Morgantown, WV	

ALLEGATION:

On March 16, 2020, the Washington Field Office (WFO), Office of Investigation (OI), Office of Inspector General (OIG), Environmental Protection Agency (EPA) initiated investigative activity pursuant to an anonymous e-mail message sent to the EPA OIG hotline alleging that Key Logic Systems, LLC fraudulently misrepresents that it partnered with a larger IT provider to provide consulting services to the EPA's Office of Chief Financial Officer's (OCFO), Office of Technology Solutions (OTS). In addition to consulting services, Key Logic Systems, LLC allegedly designed and built a multi-dimensional central data repository for budget and financial information for the EPA's OCFO OTS. Subsequently, Key Logic Systems, LLC partnered with Blue Canopy, LLC and used the technical expertise allegedly acquired during the development of the aforementioned data repository for budget and financial information to meet the technical qualifications needed for Blue Canopy to compete and win its current EPA contract. Information obtained by the anonymous complainant via a Freedom of Information Act (FOIA) request indicates that Key Logic Systems did not perform any direct services to the OTS.

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FINDINGS:

On March 29, 2020, Special Agent (b) (6), (b) (7)(C) met with representatives from the Office of Audit and Evaluation (OAE), OIG, EPA, who shared that based on the time frame when the EPA's OCFO Office of Technology Solutions (OTS) conducted work on the Compass Financial System and Compass Data Warehouse, the contract was awarded to CGI Federal Inc.

On April 2, 2020, SA (b) (6), (b) (7)(C) completed the review of EPA contract# EP-W-07-024, awarded to contractor, CGI Federal, Inc. The review of the contract was conducted pursuant to a potential business relationship (subcontractor) between CGI Federal Inc., and Key Logic Systems, LLC. Contract EP-W-07-024 was awarded on February 12, 2007; performance period February 12, 2007 – February 11, 2012, for the total amount of \$83,108,405.36. The information showed a contractual relationship between CGI Federal, Inc., and Key Logic Systems, LLC at the time the EPA awarded CGI Federal the contract to work on the Compass Financial System.

On April 7, 2020, SA (b) (6), (b) (7)(C) completed the review of a Contractor Performance Assessment Report for GSA Contract# 47QFPA18K0069/47QFPA19F0013-P00003/47QFPA16S0010 (GSA-FAS-2017-16)/A21915187. GSA awarded this contract to Key Logic Systems, LLC on March 14, 2019, for \$2,913,676.20.

On March 31, 2020, SA (b) (6), (b) (7)(C) discussed with (b) (6), (b) (7)(C) Office of the Chief Financial Officer, EPA, which yielded information that at the time, Key Logic Systems, LLC provides services to the EPA's Office of Budget through the aforementioned GSA contract. The work was primarily Information Technology (IT), providing operations and maintenance for legacy IT systems and design and development for new IT systems falling under NAICS Code 541511 Custom Computer Programming Services. The assessing official determined the quality of work provided by Key Logic Systems, LLC to the EPA exceeded contractual requirements, and deliverables were on schedule. Attachment 1 contains additional information.

On April 7, 2017, SA (b) (6), (b) (7)(C) received several e-mail messages from an anonymous source. A review of e-mail message titled "Fwd: (b) (6), (b) (7)(C) Steers contracts to friends at Key Logic corp." contained an attachment of the same title, in which an unknown author alleges that over the last twenty years, (b) (6), (b) (7)(C) "had a long-standing . . . personal relationship with Key Logic Corp." Furthermore, the unknown author alleges that,

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On the most recent contract OCFO made up unnecessary requirements in order to try and ensure that Key Logic would win the contract. In November of 2018, the OCFO Office of budget released a project work statement . . . via General Services Administration requesting work that was a direct replica to the work that was outlined on the fraudulent Key logic web page for a data warehouse/data mart utilizing the same multidimensional data base technology. Additionally, Key Logic modified their corporate capabilities to add tasks that at EPA that the company had never performed (See below). This was brought to the attention of (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) reviewed the contract and instructed the (b) (6), (b) (7)(C) Budget to remove the unneeded requirements. The contract was finally awarded to Key logic again even though companies provided equal technical solutions at a lower cost. Attachment 1 contains additional details.

On August 23-24, 2021 SA (b) (6), (b) (7)(C) EPA, OIG, reviewed the All Award Search document provided by (b) (6), (b) (7)(C) Contracting Officer. This document provides all the contracts Blue Canopy was awarded with the EPA. Blue Canopy has been awarded two contracts EP-W-11-012 and EP-W-17-018. Contract EP-W-11-012 was awarded in 2011 to Blue Canopy for work on the IT Bliss II (Information Technology Support). Contract EP-W-17-018 according to Compass Data Warehouse was awarded in 2017 to Jacob's Technology for IT Support Services. The base contract for EP-W-17-018 has Blue Canopy as the awardee. A review of the contracts did not reveal any information pertaining to Key Logic.

On February 9, 2022, SA (b) (6), (b) (7)(C) EPA, OIG, completed the review of emails pertaining to (b) (6), (b) (7)(C) Office of the Chief Financial Officer (OCFO), EPA, which was generated 16 Jul 20. During the review there were several emails of interest. Those emails are documented below:

(b) (6), (b) (7)(C) was forwarded an email by (b) (6), (b) (7)(C) In this email (b) (6), (b) (7)(C) addresses issues similar to those brought forward in the complaint to this office. (b) (6), (b) (7)(C) stated concerns about the budget formulation project. (b) (6), (b) (7)(C), (b) (5)

(b) (6), (b) (7)(C), (b) (5)

further stated:

(b) (6), (b) (7)(C), (b) (5)

(b) (6), (b) (7)(C), (b) (5)

In an email chain, which the subject was “Re. Fw: (b) (6), (b) (7)(C) stopped by...” there are several references to Key Logic updating and working on a database for the OCFO. These emails were sent between (b) (6), (b) (7)(C) A copy of this email was made into a PDF document and attached to this report.

Several emails with draft affidavits from (b) (6), (b) (7)(C) were reviewed. The affidavits were in response (b) (6), (b) (7)(C), (b) (5)

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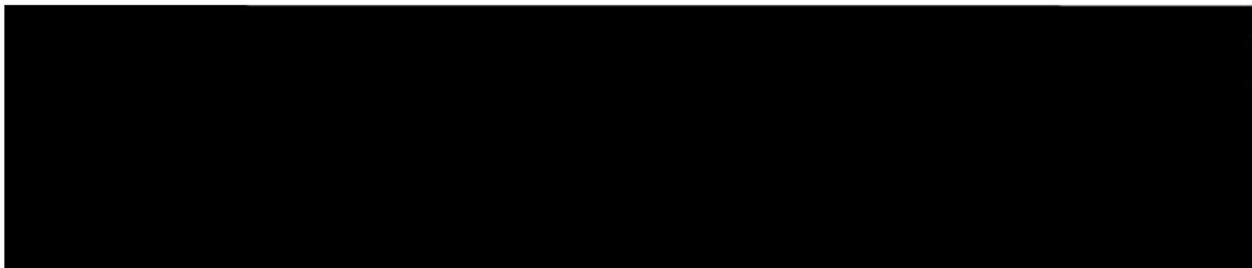
(b) (5), (b) (7)(C), (b) (5)

[REDACTED]

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(b) (6), (b) (7)(C), (b) (5)



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(b) (6), (b) (7)(C), (b) (5)

[REDACTED]

[REDACTED]

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(b) (6), (b) (7)(C), (b) (5)



DISPOSITION:

Based on the review of the above documents provided there is no creditable information to believe Key Logic misrepresented its experience and partnered with Blue Canopy. A review of contract information did not reveal any relationship between Key Logic and Blue Canopy. A review of (b) (6), (b) (7)(C) email did not indicate any inappropriate relationship between (b) (6), (b) (7)(C) and Key Logic. Additionally, there is no creditable information at this time to support any of the additional allegations made by the anonymous compliant. As such stated above, this case will be closed at this time.

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF INSPECTOR GENERAL
OFFICE OF INVESTIGATIONS

DATE: March 18, 2022

PREPARED BY: SA (b) (6), (b) (7)(C), (b) (7)(F)

CASE #: OI-HQ-2020-CFD-0079

CROSS REFERENCE #: Hotline 2020-0036

TITLE: (b) (6), (b) (7)(C), SES, (b) (6), (b) (7)(C)

CASE CLOSING REPORT

Subject(s)	Location	Other Data
(b) (6), (b) (7)(C)	Washington D.C.	(b) (6), (b) (7)(C) SES

VIOLATION:

18 U.S. Code § 208 - Acts affecting a personal financial interest

ALLEGATION:

It was alleged that (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), directed a sole source contract through the Environmental Protection Agency (EPA) and the EPA Office of Homeland Security (OHS) to (b) (6), (b) (7)(C)

FINDINGS:

The Case Agent (CA) interviewed (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) told the CA that (b) (6), (b) (7)(C), (b) (5)

A contract bid was put out and (b) (6), (b) (7)(C), (b) (4) won the bid as the primary contractor; however, (b) (6), (b) (7)(C) was the sub-contractor. (b) (6), (b) (7)(C) later learned that (b) (6), (b) (7)(C) worked with (b) (6), (b) (7)(C) while employed at the (b) (6), (b) (7)(C). After the initial interview was concluded, (b) (6), (b) (7)(C) contacted the CA on the same day and provided additional details. (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) recalled a discussion with the (b) (6), (b) (7)(C) where (b) (6), (b) (7)(C) wanted OHS to oversee the contract because the optics did not look good that (b) (6), (b) (7)(C) worked with (b) (6), (b) (7)(C) years ago.

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The CA interviewed (b) (6), (b) (7)(C), (b) (5)

(b) (6), (b) (7)(C) told the CA that (b) (6) suggested (b) (6), (b) (7)(C) as an option to (b) (6), (b) (7)(C) due to the work they did at (b) (6), (b) (7)(C), etc.

The CA contacted the Director of Ethics to learn if there were any ethic laws that applied to (b) (6), (b) (7)(C) because of (b) (6) previous work with (b) (6), (b) (7)(C). The Director of Ethics reported that while (b) (6) worked at (b) (6), (b) (7)(C) lobbied (b) (6), (b) (7)(C). The Director of Ethics wrote (b) (6), (b) (7)(C), (b) (5)

The CA interviewed additional EPA employees within (b) (6), (b) (7)(C) to obtain information. The interviews revealed that multiple employees were concerned with the following: 1). (b) (6), (b) (7)(C) selection of (b) (6), (b) (7)(C) 2). the transfer of funds from (b) (6), (b) (7)(C) to the working capital fund for the cybersecurity project; and 3). requesting EPA employees contact the President of (b) (6), (b) (7)(C) to speak with (b) (6), (b) (7)(C) about cybersecurity. Other employees mentioned that (b) (6), (b) (7)(C) may not have been as qualified as other companies were to perform this type of work.

The CA interviewed (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) told the CA that (b) (6), (b) (7)(C) had been part of conversations regarding (b) (6), (b) (7)(C) work for three years and that (b) (6), (b) (7)(C) recommended (b) (6), (b) (7)(C) use (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) worked with (b) (6), (b) (7)(C). Ultimately, the (b) (6), (b) (7)(C) did not use (b) (6), (b) (7)(C). Approximately one year later, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) decided to create a gap analysis report for (b) (6), (b) (7)(C) cyber security matters and wanted to use (b) (6), (b) (7)(C) to create this gap analysis report. (b) (6), (b) (7)(C) said, (b) (6), (b) (7)(C) got the impression (b) (6), (b) (7)(C) wanted to use (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) raised (b) (6), (b) (7)(C) concerns regarding the "use of a particular contractor" to (b) (6), (b) (7)(C) and the designated ethics official. (b) (6), (b) (7)(C) According to (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) designated ethics official did not see an ethics concern. (b) (6), (b) (7)(C) said, it seemed to be a big push to use (b) (6), (b) (7)(C) however, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) spoke with the EPA employees in the Office of Acquisitions about (b) (6), (b) (7)(C), (b) (4)

The CA interviewed (b) (6), (b) (7)(C) who said (b) (6), (b) (7)(C) was made aware staff in (b) (6), (b) (7)(C) were concerned that (b) (6), (b) (7)(C) was attempting to direct one of their contractors to subcontract cybersecurity work to (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) had a conversation with (b) (6), (b) (7)(C) to let (b) (6), (b) (7)(C) know that

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directing our contractor to give work to a specific subcontractor was not allowed. According to (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) was aware of the contract laws and had not directed the contractor to do anything but suggested (b) (6), (b) (7)(C) given (b) (6), (b) (7)(C) knowledge of their experience and capability in this area.

The CA interviewed (b) (6), (b) (7)(C) Office of Acquisitions (OA). (b) (6), (b) (7)(C) told the CA that (b) (6), (b) (7)(C) met with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) asked general questions about the contracting process. According to (b) (6), (b) (7)(C), these questions centered around how much time it takes to get a contract in place and about the competitive process. (b) (6), (b) (7)(C), (b) (5)

(b) (6), (b) (7)(C) also informed the CA that on October 1, 2019, (b) (6), (b) (7)(C) met with the following (b) (6), (b) (7)(C) staff members: (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C), to discuss concerns they had regarding the procurement process. (b) (6), (b) (7)(C) said during this meeting it was explained to (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) had a staff member that was very concerned about an (b) (6), (b) (7)(C) political senior manager insisting that a particular contract requirement be awarded to a specific contractor. (b) (6), (b) (7)(C), (b) (5)

During this conversation the names of the prime contractor, intended subcontractor, political senior manager, and the pressured staff member were not disclosed and (b) (6), (b) (7)(C) did not see clear-cut wrongdoing on the part of the political senior manager.

The CA interviewed (b) (6), (b) (7)(C) EPA, regarding the working capital fund and (b) (6), (b) (7)(C). During the interview (b) (6), (b) (7)(C) told the CA (b) (6), (b) (7)(C) served as the (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) worked with (b) (6), (b) (7)(C), (b) (5). (b) (6), (b) (7)(C) said the work orders of magnitude and official cost estimates were submitted to (b) (6), (b) (7)(C) for (b) (6), (b) (7)(C) review and approval and (b) (6), (b) (7)(C) contacted the account managers (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) to request additional funding to the service agreements. (b) (6), (b) (7)(C) said the (b) (6), (b) (7)(C) contract was already in place and the technical consultant clause of this contract allowed the customer, (b) (6), (b) (7)(C), to access Working Capital Funds services for this contract. The working capital fund is used to help EPA customers with whatever they may need. If the scope of work is written into the contract, the technical consultant clause of this contract will allow (b) (6), (b) (7)(C) to execute the work for the EPA. According to (b) (6), (b) (7)(C), there is a technical consultant clause in this contract.

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The CA obtained an administrative Inspector General Subpoena (IGS) (b) (6), (b) (7)(C), (b) (7)(E), (b) (5)

On March 4, 2022, the CA reviewed the file provided by (b) (6), (b) (7)(C). After the file review, the CA did not see any documents containing (b) (7)(E) that was previously mentioned by (b) (6), (b) (7)(C). The CA concluded there was no available evidence that would support the allegation that (b) (6), (b) (7)(C) directed a sole source contract through the EPA's (b) (6), (b) (7)(C) to (b) (6), (b) (7)(C).

DISPOSITION: Unsupported: Closed

Based upon the aforementioned information, the allegation is unsupported. (b) (7)(C), (b) (5)

(b) (6), (b) (7)(C) is no longer an EPA employee. As there are no further investigative steps to be taken, the case agent recommends closing this case.

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OFFICE OF INSPECTOR GENERAL
290 BROADWAY, SUITE #1520
NEW YORK, NY 10007

DATE: July 27, 2021

PREPARED BY: SA (b) (6), (b) (7)(C)

CASE #: OI-NE-2021-ADM-0043

CROSS REFERENCE

TITLE: (b) (6), (b) (7)(C) GS-15, (b) (6), (b) (7)(C)

CASE CLOSING REPORT

Subject(s)	Location	Other Data
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	N/A

POSSIBLE VIOLATIONS:

Falsifying time and attendance records for oneself or another employee

ALLEGATIONS:

On January 13, 2021, Assistant Special Agent in Charge (b) (6), (b) (7)(C), U.S. Environmental Protection Agency (EPA), Office of Inspector General (OIG), Office of Investigations, Eastern Region Field Office received information from (b) (6), (b) (7)(C) EPA Region 2, New York, NY, concerning allegations of possible time and attendance fraud and/or possible performance issues by (b) (6), (b) (7)(C)

It was alleged that (b) (6), (b) (7)(C) is working at (b) (6), (b) (7)(C) restaurant during EPA duty hours. (b) (6), (b) (7)(C) after allegations of working at restaurant.

FINDINGS:

(b) (6), (b) (7)(C) During the interviews, it was alleged that (b) (6), (b) (7)(C) was working out of restaurant during EPA duty hours. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) is on (b) (6), (b) (7)(C) also stated that (b) (6), (b) (7)(C) continues to work at the restaurant and (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) lacked participation during conference calls and meetings. (b) (6), (b) (7)(C) EPA Annual Telework Agreement Re-Certification Form has (b) (6), (b) (7)(C) home address listed as the alternate work location.

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Case details were discussed with ASAC (b) (6), (b) (7)(C) and SAC (b) (6), (b) (7)(C) and has been determined the investigation will be referred back to the supervisor (b) (6), (b) (7)(C) should be resolved at managerial level and/or EPA Office of Human Resources – Labor Employee Relations Division (LER).

DISPOSITION:

On April 26, 2021, this investigation was referred back to (b) (6), (b) (7)(C) supervisor, (b) (6), (b) (7)(C) and EPA Office of Human Resources – Labor Employee Relations Division (LER). SA (b) (6), (b) (7)(C) contacted supervisor, (b) (6), (b) (7)(C) via a telephone call. (b) (6), (b) (7)(C) was informed that investigation will be referred back to (b) (6), (b) (7)(C) supervisor and to LER. Alleged performance issues and employee working out of an alternate work location falls under HR and managerial jurisdiction. (b) (5), (b) (7)(E)

On April 27, 2021, SA (b) (6), (b) (7)(C) sent referral letter to Office of General Counsel, Associate Counsel, (b) (6), (b) (7)(C) for approval.

On May 6, 2021, Associate Counsel, (b) (6), (b) (7)(C), (b) (5)

On the same day, SA (b) (6), (b) (7)(C) contacted (b) (6), (b) (7)(C) via email (b) (6), (b) (7)(C) to refer a time/attendance allegation to his office. He was informed that there will be no further action taken by the EPA OIG concerning these allegations. (b) (6), (b) (7)(C) forwarded the email to (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) supervisor, (b) (6), (b) (7)(C) was carbon copied on the referral email.

On May 18, 2021, disposition ROI was submitted to place case in hold awaiting LER's investigation outcome.

On July 14, 2021, SAC (b) (6), (b) (7)(C) requested that case be closed. Allegation was referred to EPA HR LER. The agency is conducting their own investigation instead of EPA OIG.

All criminal and administrative actions that can be addressed have been completed, and no further investigative activity is warranted.

This case is closed.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
OFFICE OF INSPECTOR GENERAL

290 Broadway
New York, NY 10007

DATE: August 17th, 2022

PREPARED BY: SA (b) (6), (b) (7)(C)

CASE #: OI-NE-2021-ADM-0043

CROSS REFERENCE #: N/A

TITLE: (b) (6), (b) (7)(C), GS-15, (b) (6), (b) (7)(C)

CASE CLOSING REPORT

Subject(s)	Location	Other Data
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	N/A

VIOLATIONS:

EPA Policy 3120.1(31): Falsifying time and attendance records

ALLEGATION:

In April, 2022, SA (b) (6), (b) (7)(C) of the Office of Investigations (OI), received updated information regarding this investigation. This investigation was previously closed, as the original findings precipitated in the matter being ultimately referred to (b) (6), (b) (7)(C) applicable human resources/management component.

SA (b) (6), (b) (7)(C) received additional information from the (b) (6), (b) (7)(C), (b) (7)(E) referred this information to the EPA OIG, in the event that it could potentially affect the already closed investigation.

FINDINGS:

SA (b) (6), (b) (7)(C) reviewed the new findings from (b) (6), (b) (7)(C), (b) (7)(E). These documents included Facebook screenshots that apparently indicate (b) (6), (b) (7)(C) was conducting business at (b) (6), (b) (7)(C) restaurant during what would be (b) (6), (b) (7)(C) core duty hours with the EPA. Additionally, SA (b) (6), (b) (7)(C) interviewed (b) (6), (b) (7)(C) immediate supervisor, and (b) (6), (b) (7)(C). In seeking new information that would have arisen since the original case closure, SA (b) (6), (b) (7)(C) received additional information from (b) (6), (b) (7)(C) that mainly comprised of information regarding text messages related to (b) (6), (b) (7)(C) poor performance and unexcused absence.

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DISPOSITION:

Inconclusive; closed.

In examining the new information received since SA (b) (6), (b) (7)(C) continued this previously closed case, it is determined that there is no new information that would substantively affect or change the original findings/outcome of the investigation previously conducted by OI. Therefore, this matter is closed.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF INSPECTOR GENERAL
OFFICE OF INVESTIGATIONS

DATE: September 16, 2022

PREPARED BY: SA (b) (6), (b) (7)(C), (b) (7)(F)

CASE #: OI-HQ-2020-ADM-0093

CROSS REFERENCE #: (b) (7)(A), (b) (7)(E)

TITLE: (b) (6), (b) (7)(C) SES, (b) (6), (b) (7)(C) EPA

CASE CLOSING REPORT

Subject(s)	Location	Other Data
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) (EPA)

VIOLATION(S):

18 U.S. Code § 1018 – Official Certificates or Writings

18 U.S. Code § 1519 – Destruction, alteration, or falsification of records in Federal investigations and bankruptcy

18 U.S. Code § 201 – Bribery of Public Officials and Witnesses

ALLEGATIONS:

1. Failed to disclose potential conflict of interest on (b) (6), (b) (7)(C) form OGE 278 when (b) (6), (b) (7)(C) to the EPA (b) (6), (b) (7)(C)
2. Potential improper interference in EPA (b) (6), (b) (7)(C) actions on behalf of family/friends.

FINDINGS:

OI interviewed EPA ethics specialists who relayed that income from non-profits are not subject to Office of Government Ethics (OGE) disclosures (per form OGE 278) as would employment with a for-profit institution. (b) (6), (b) (7)(C) did not indicate employment with (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) OGE Form 278 but

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stated (b) (6), (b) (7)(C) this would be consistent with receiving an IRS Form 1099 to account for (b) (6), (b) (7)(C)

Upon (b) (6), (b) (7)(C) departure from (b) (6), (b) (7)(C) position as (b) (6), (b) (7)(C) at the EPA in (b) (6), (b) (7)(C) was given an ethics briefing regarding post-EPA employment regulations. (b) (6), (b) (7)(C) also signed the Trump Pledge Restrictions regarding post-USG employment.

(b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) post-employment plan was to work in (b) (6), (b) (7)(C) and one of (b) (6), (b) (7)(C) stated aims was (b) (6), (b) (7)(C)

(b) (7)(E), (b) (5)

A review of documentation relating to (b) (6), (b) (7)(C) indicated it received funding from various corporate sources but did not reveal the organization was directly involved in lobbying Executive Branch/Agency officials (a violation of OGE and Trump Pledge Restrictions regarding post-USG employment for former senior political appointees). (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) was inactive immediately subsequent to (b) (6), (b) (7)(C)

OI previously (b) (7)(E) conducted a preliminary review based on information from Hotline Complaint (b) (7)(E) which alleged that on (b) (7)(E), (b) (6), (b) (7)(C), (b) (7)(E)

(b) (7)(E) OI declined further action (b) (7)(E) in relation to Hotline Complaint (b) (7)(E) in consultation with EPA OIG Office of Counsel (OC) and the U.S. Department of Justice's Criminal Division (b) (6), (b) (7)(C) The matter was re-opened upon (b) (6), (b) (7)(C) tenure with the EPA as part of captioned investigation. (b) (5)

The following is a summary of the investigative steps taken:

(b) (6), (b) (7)(C) OI interviewed (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) ethics filings/briefings. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) listed (b) (6), (b) (7)(C) as a (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) recusal statement and 278e form. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) represented (b) (6), (b) (7)(C) was (b) (6), (b) (7)(C) and received a 1099 tax reporting form.

(Agent's note: IRS Form 1099 tax reporting form (b) (6), (b) (7)(C) income such as dividend payments, interest payments, or freelance/independent contract work. An individual receiving an IRS Form 1099 from an organization for payments is typical of contractor work.)

(b) (6), (b) (7)(C)

was a non-profit organization

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and not subject to income disclosures by (b) (6), (b) (7)(C) as an employee of the company. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) consulted with OGE regarding requirements by employees of non-profits to report income.

A review of subsequent documentation regarding (b) (6), (b) (7)(C) did not yield any information of probative value regarding (b) (6), (b) (7)(C) willful violation pertaining to (b) (6), (b) (7)(C) form OGE 278 reporting responsibilities.

(b) (7)(E) informed OI they were closing the matter on their end.

On September 15, 2022 OI, in conjunction with its Counsel, declined further investigative action but would reassess future steps based on potential developments in the cross-referenced case (b) (7)(E), (b) (7)(A).

DISPOSITION: Inconclusive; Closed
Inconclusive; Closed
Inconclusive; Closed

At this time, sufficient information was not developed to suggest a violation of 18 U.S. Code § 1018, 18 U.S. Code § 1519, or 18 U.S. Code § 201 had occurred. However, this does not preclude OI to pursue further future action in captioned investigation based on potential developments in the cross-referenced case (b) (7)(E), (b) (7)(A).

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OFFICE OF INVESTIGATIONS

OFFICE OF INSPECTOR GENERAL
U.S. ENVIRONMENTAL PROTECTION AGENCY



March 31, 2021

REPORT OF INVESTIGATION

MR. RYAN JACKSON, SENIOR EXECUTIVE SERVICE
AND
MR. CHARLES MUNOZ, GS-15
U.S. ENVIRONMENTAL PROTECTION AGENCY

REPORT OF INVESTIGATION

MR. RYAN JACKSON, SENIOR EXECUTIVE SERVICE
FORMER CHIEF OF STAFF, OFFICE OF THE ADMINISTRATOR
U.S. ENVIRONMENTAL PROTECTION AGENCY

MR. CHARLES MUNOZ, GS-15
FORMER SENIOR ADVISOR TO THE REGIONAL ADMINISTRATOR, REGION 9
U.S. ENVIRONMENTAL PROTECTION AGENCY

I. Introduction and Summary

Complaint Origin and Allegations

On May 14, 2018, the U.S. Environmental Protection Agency's Office of Inspector General received a complaint (b) (6), (b) (7)(C). The complaint stated that, (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) seemed to suggest a possible arrangement for the Agency to pay an employee after (b) (6), (b) (7)(C) had left federal service. (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) to the EPA email address of Mr. Ryan Jackson, then-chief of staff in the EPA's Office of the Administrator. In the email, (b) (6), (b) (7)(C) wrote, "Also, I haven't got paid yet, usually I get paid on Thursday. I just wanted to see if something has changed since our conversation about being paid a few months." Mr. Jackson responded on the same day, "Actually, let me know if it doesn't come through by Tuesday. That's apparently the actual pay date for this period. We have not put in any paperwork on you so no one is aware of any actions." (b) (6), (b) (7)(C) email was sent 22 days after (b) (6), (b) (7)(C) terminated (b) (6), (b) (7)(C) employment.

During our investigation into the complaint concerning (b) (6), (b) (7)(C), we identified (b) (6), (b) (7)(C) as having received pay and benefits after (b) (6), (b) (7)(C) termination from the EPA (b) (6), (b) (7)(C). We expanded our investigation to examine the facts and circumstances surrounding the payments made to (b) (6), (b) (7)(C) after (b) (6), (b) (7)(C) termination from the EPA.

Based on information that we received from a source on August 27, 2018, about Mr. Charles Munoz, senior advisor to the regional administrator for EPA Region 9 in San Francisco, California, we initiated a subsequent investigation concerning potential time-and-attendance fraud. Before being transferred to EPA Region 9, Mr. Munoz served as the EPA's White House liaison and reported to Mr. Jackson.

During our investigation into the complaint concerning Mr. Munoz, Mr. Jackson told us in a voluntary interview that it was his decision to select Mr. Munoz to be the "chief of staff" for the Region 9 regional administrator. Although the main office for EPA Region 9 is in San Francisco,

Mr. Jackson authorized Mr. Munoz to work from Las Vegas, Nevada, where EPA Region 9 did not have a satellite office. Mr. Jackson stated that Mr. Munoz was originally from Las Vegas and wanted to be closer to where he was from. We expanded our investigation to examine the facts and circumstances surrounding Mr. Munoz's transfer.

If substantiated, the allegations in the above complaints and the matters that we determined required investigation had the potential to violate federal and state criminal laws, federal regulations, and EPA standards.

Scope and Methodology of the Investigations

During our investigation, we interviewed:

- Mr. Ryan Jackson.
- (b) (6), (b) (7)(C) .
- (b) (6), (b) (7)(C) .
- Mr. Charles Munoz.
- Other witnesses—including EPA employees (b) (6), (b) (7)(C)

—who had information about the allegations or who were identified as potentially having knowledge relevant to the investigation.

On the matters relating to (b) (6), (b) (7)(C), we received and examined government-issued laptops, official emails, personnel records, and supporting documents. In addition, we reviewed applicable federal and state laws, as well as EPA policies and procedures.

As for the matter concerning Mr. Munoz and his position in EPA Region 9, we examined:

- Official emails.
- Phone records for Mr. Munoz's government-issued cell phone.
- Phone records for Mr. Munoz's personal cell phone.
- Financial records.
- Pay system records.
- Facility access records.
- Computer log entries.
- Personnel files.
- Other supporting documents.

We served subpoenas and search warrants to obtain records concerning Mr. Munoz. In addition, we reviewed applicable federal laws and regulations, as well as EPA policies and procedures.

Conclusions

Mr. Jackson and Mr. Munoz Arranged and Directed Improper Post-Termination Pay for (b) (6), (b) (7)(C)

We substantiated the allegation that there was an arrangement made by Mr. Jackson for the EPA to continue to pay (b) (6), (b) (7)(C) after (b) (6), (b) (7)(C) was terminated from the Agency. This arrangement was implemented with the assistance of Mr. Munoz. We found that Mr. Jackson and Mr. Munoz made a similar arrangement to pay (b) (6), (b) (7)(C) after (b) (6), (b) (7)(C) termination.

Mr. Jackson and Mr. Munoz, who acted at the direction of Mr. Jackson, made and used official timesheets and personnel forms that contained materially false, fictitious, and fraudulent statements and representations to mislead EPA personnel and to facilitate continued payments to (b) (6), (b) (7)(C). The combined loss to the EPA from these improper payments was \$37,913.23.

Mr. Munoz's Appointment to Senior Advisor Included an Improper Pay Increase

We determined that the pay increase associated with Mr. Munoz's appointment as senior advisor to the regional administrator for EPA Region 9 was improper. When Mr. Jackson requested that Mr. Munoz be appointed to the new senior advisor position, Mr. Jackson provided Mr. Munoz with a general-schedule four-step increase to GS-15, Step 10. Pursuant to federal law, regulation, and EPA policy, when a federal employee is appointed to a new position at the same grade level without a break in service, an increase in step is not permitted. No justification had been given to support the increase. By providing Mr. Munoz with a four-step increase, the Agency allowed for a loss to the government of \$40,575.11, which is the total pay differential of the improper pay increase from the date of appointment through November 7, 2020.

Mr. Munoz Committed Time-and-Attendance Misconduct by Not Recording Absences From His Official Duty Station

We identified evidence to support the conclusion that Mr. Munoz committed time-and-attendance misconduct. Mr. Munoz lied to (b) (6), (b) (7)(C), the deputy regional administrator for EPA Region 9 and the approving official for Mr. Munoz's time for the duration of the investigation, about his whereabouts and submitted fraudulent timesheets to receive pay for hours when he was not present at his official duty station. The total loss to the EPA in wages paid for Mr. Munoz's misconduct is \$46,607.08. Mr. Munoz also accrued 56 hours of annual leave, worth \$4,271.68, and another 56 hours of sick leave, worth \$4,271.68 during the period in question. The total loss to the government for Mr. Munoz's misconduct is \$55,150.44.

II. Background

Organization

The EPA chief of staff is assigned to the Office of the Administrator and provides executive support for the EPA administrator. The Office of the Administrator supports the leadership of the EPA's programs and activities to protect human health and the environment.

The White House liaison is assigned to the Office of the Administrator and serves as the Agency's liaison to the White House on confidential and sensitive matters regarding personnel and related issues.

The main office for EPA Region 9, which covers the Pacific Southwest of the United States, is in San Francisco. EPA Region 9 also has satellite offices located in Los Angeles, California; San Diego, California; and Honolulu, Hawaii. EPA Region 9 encompasses Arizona, California, Hawaii, Nevada, and the Pacific Islands. The regional administrator's official duty station is in the San Francisco office. The senior advisor to the regional administrator is a position reporting directly to the EPA regional administrator. The deputy regional administrator served as the approving official for Mr. Munoz's timesheets.

During the time of this investigation, the Las Vegas Finance Center was part of the EPA's Office of the Chief Financial Officer, which is located in Washington, D.C. Although located in EPA Region 9, the Las Vegas Finance Center was not considered a regional satellite office. The EPA officially closed the Office of the Chief Financial Officer's Las Vegas space in March 2020.

Mr. Ryan Jackson

Mr. Jackson began serving as the EPA chief of staff in February 2017. As the chief of staff, he reported to the EPA deputy administrator. (b) (6), (b) (7)(C)
Mr. Jackson left government service in February 2020.

Mr. Charles Munoz

Mr. Munoz began his career at the EPA in January 2017 as the White House liaison within the EPA's Office of the Administrator. In this capacity, he reported to Mr. Jackson. In May 2018, Mr. Jackson:

- Appointed Mr. Munoz as the senior advisor to the regional administrator for EPA Region 9.
- Approved Mr. Munoz's transfer to Las Vegas.

As the senior advisor to the regional administrator, Mr. Munoz's duties included:

- Developing strategies for the regional administrator's outreach to local elected officials.
- Developing and implementing EPA Region 9's community outreach programs.
- Strategizing to engage agriculture.

- Acting as the point of contact for EPA administrator visits to EPA Region 9.
- Handling any inquiries received by EPA Region 9 involving the White House.

Mr. Munoz reported to (b) (6), (b) (7)(C), then-regional administrator for EPA Region 9, from May 2018 to February 2020. Mr. Munoz also continued receiving assignments from Mr. Jackson for an unknown period of time after his transfer. Since February 2020, Mr. Munoz reported to (b) (6), (b) (7)(C), then-regional administrator for EPA Region 9. While serving in this position, Mr. Munoz also served as the EPA Region 9 chief of staff on a rotating basis. Mr. Munoz separated from the EPA on January 20, 2021.

(b) (6), (b) (7)(C)

[REDACTED]

(b) (6), (b) (7)(C)

[REDACTED]

III. Analysis of the Allegations

(b) (6), (b) (7)(C) and (b) (6), (b) (7)(C)

Complaint

The complaint alleged that emails sent between Mr. Jackson and (b) (6), (b) (7)(C), suggested there was an arrangement for the EPA to continue to pay (b) (6), (b) (7)(C) after (b) (6), (b) (7)(C) was terminated from the Agency. During our investigation, we identified another former EPA employee, (b) (6), (b) (7)(C), who continued to receive pay and benefits after (b) (6), (b) (7)(C) separation from the EPA (b) (6), (b) (7)(C).

Chronology of Significant Events

Tables 1 and 2 list the significant events related to this investigation.

Table 1. Chronology of significant events relative to (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)	
Date	Event
(b) (6), (b) (7)(C) 2017	<ul style="list-style-type: none"> (b) (6), (b) (7)(C) to collect (b) (6), (b) (7)(C) EPA-issued property after (b) (6), (b) (7)(C) terminated. (b) (6), (b) (7)(C) terminate (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) advised his staff in an email that (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) informed (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C), 2017	<ul style="list-style-type: none"> (b) (6), (b) (7)(C) informed Mr. Jackson that (b) (6), (b) (7)(C) had not been paid yet. (b) (6), (b) (7)(C) "just wanted to see if something has changed since our conversation about being paid a few months." Mr. Jackson told (b) (6), (b) (7)(C) to let him know if the pay did not come through by (b) (6), (b) (7)(C), 2017. (b) (6), (b) (7)(C) stated, "We have not put in any paperwork on you so no one is aware of any actions."
(b) (6), (b) (7)(C), 2017	<ul style="list-style-type: none"> (b) (6), (b) (7)(C) informed Mr. Jackson that (b) (6), (b) (7)(C) still had not received a paycheck. Mr. Jackson asked Mr. Munoz to help him "track this down."
(b) (6), (b) (7)(C) 2017	<ul style="list-style-type: none"> Mr. Munoz emailed an amended time-and-attendance report for (b) (6), (b) (7)(C) to HRPayHelp. The amended report stated that (b) (6), (b) (7)(C) timesheet for the previous pay period was mistakenly entered and needed to be corrected. (b) (6), (b) (7)(C) emailed a group of 15 EPA employees a copy of a (b) (6), (b) (7)(C) "TERMINATION (b) (6), (b) (7)(C) /2017" was noted next to (b) (6), (b) (7)(C) name.
(b) (6), (b) (7)(C) 2017	<ul style="list-style-type: none"> Mr. Munoz informed (b) (6), (b) (7)(C), "We fixed your time card earlier this week and it'll be added to your next paycheck."
(b) (6), (b) (7)(C) 2017	<ul style="list-style-type: none"> (b) (6), (b) (7)(C) told Mr. Jackson and Mr. Munoz that (b) (6), (b) (7)(C) had not been paid for two pay periods. Mr. Jackson forwarded (b) (6), (b) (7)(C) email to both Mr. Munoz and (b) (6), (b) (7)(C) stating, "I need this done. I promised (b) (6), (b) (7)(C) ." In an email, (b) (6), (b) (7)(C) asked Mr. Munoz about (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) Mr. Munoz responded (b) (6), (b) (7)(C) "When (b) (6), (b) (7)(C) asked whether (b) (6), (b) (7)(C) had been working at the EPA since (b) (6), (b) (7)(C), Mr. Munoz responded affirmatively." Mr. Jackson signed, and Mr. Munoz submitted amended timesheets for pay periods (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), which falsely claimed that (b) (6), (b) (7)(C) worked episodic telework. However, (b) (6), (b) (7)(C) told us that (b) (6), (b) (7)(C) performed no work for the EPA after (b) (6), (b) (7)(C) employment ended on (b) (6), (b) (7)(C) 2017.
(b) (6), (b) (7)(C), 2017	<ul style="list-style-type: none"> Mr. Jackson and Mr. Munoz signed and submitted (b) (6), (b) (7)(C) Standard Form 52, or SF-52, <i>Request for Personnel Action</i>,** falsely declaring that (b) (6), (b) (7)(C) had resigned.

* (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

** An SF-52 is used by federal supervisors and managers to request (1) position actions, such as the establishment of a new position or the reclassification of an existing position; (2) employee actions, such as the appointment of an employee or the promotion of an employee; and (3) actions involving both a position and an employee, such as the establishment and filling of a position or the reclassification of a position and reassignment of an employee to the reclassified position. Employees use the form to notify an agency of their resignation or retirement, to request leave without pay, or to request a name change. Personnel offices use the SF-52 to record staffing, classification, and other personnel determinations, and then use the information on the SF-52 to prepare a corresponding Notifications of Personnel Action.

Table 2. Chronology of significant events relative to (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)	
Date	Event
(b) (6), (b) (7)(C) 2018	<ul style="list-style-type: none"> Mr. Munoz advised (b) (6), (b) (7)(C) wanted (b) (6), (b) (7)(C) to immediately resign. Mr. Munoz said he was authorized to provide (b) (6), (b) (7)(C) with two months of severance pay (b) (6), (b) (7)(C) refused to sign the resignation paperwork. (b) (6), (b) (7)(C) A security guard later escorted (b) (6), (b) (7)(C) out of the building. Mr. Munoz told us that Mr. Jackson authorized him to provide severance pay to (b) (6), (b) (7)(C) on the condition that (b) (6), (b) (7)(C) agree to resign.
(b) (6), (b) (7)(C), 2018, to (b) (6), (b) (7)(C), 2018 (approximately)	<ul style="list-style-type: none"> Mr. Munoz, at the direction of Mr. Jackson, entered and approved (b) (6), (b) (7)(C) time in the EPA's timekeeping system for the pay periods covering (b) (6), (b) (7)(C), 2018, through (b) (6), (b) (7)(C) 2018.
(b) (6), (b) (7)(C) 2018	<ul style="list-style-type: none"> Mr. Munoz signed an SF-52 for (b) (6), (b) (7)(C), falsely declaring that (b) (6), (b) (7)(C) had resigned.
(b) (6), (b) (7)(C) 2018	<ul style="list-style-type: none"> Mr. Jackson signed (b) (6), (b) (7)(C) SF-52.
(b) (6), (b) (7)(C) 2018	<ul style="list-style-type: none"> In an email to (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) Mr. Munoz stated, "Attached is the signed 52 for (b) (6), (b) (7)(C). Per my conversation with (b) (6), (b) (7)(C) resignation is effective (b) (6), (b) (7)(C) 18."
(b) (6), (b) (7)(C), 2019	<ul style="list-style-type: none"> In an interview, Mr. Jackson told us that (b) (6), (b) (7)(C) Mr. Jackson said he tried to help (b) (6), (b) (7)(C) by keeping (b) (6), (b) (7)(C) on the payroll to avoid a break in service.

Termination of (b) (6), (b) (7)(C)

Before (b) (6), (b) (7)(C) terminated (b) (6), (b) (7)(C) to collect (b) (6), (b) (7)(C) laptop computer, keys, badge, and phone upon termination. Mr. Munoz also offered to join the meeting or to sit outside the meeting to collect the items. Mr. Munoz admitted that one of his responsibilities was to complete the

¹ Prior to Mr. Jackson's interview on December 18, 2019, OIG special agents gave Mr. Jackson the *Kalkines* warning. This warning advised Mr. Jackson that he was compelled to cooperate in the interview and that any information he provided would not be used against him in a criminal proceeding. A *Kalkines* warning protects an employee from prosecution. See *Kalkines v. United States*, 473 F.2d 1391 (Ct. Cl. 1973).

paperwork and to collect Agency-issued equipment upon an employee's termination. He explained that processing an employee's termination normally involves immediately collecting Agency-issued property.

On (b) (6), (b) (7)(C), 2017, (b) (6), (b) (7)(C) met with (b) (6), (b) (7)(C) to discuss (b) (6), (b) (7)(C) termination from the EPA. (b) (6), (b) (7)(C)
During this meeting, (b) (6), (b) (7)(C) explained to (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) was being terminated because (b) (6), (b) (7)(C) did not (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

Federal law does not permit the issuance of severance pay (b) (6), (b) (7)(C). In a voluntary interview, Mr. Jackson admitted to us that he knew severance pay was not allowed.

After the (b) (6), (b) (7)(C), 2017 meeting, (b) (6), (b) (7)(C) escorted (b) (6), (b) (7)(C) office to collect (b) (6), (b) (7)(C) personal belongings. (b) (6), (b) (7)(C) left (b) (6), (b) (7)(C) EPA-issued computer on (b) (6), (b) (7)(C) desk and gave (b) (6), (b) (7)(C) EPA-issued personal identity verification card and phone to (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) escorted (b) (6), (b) (7)(C) from the EPA building.

Later that day, Mr. Jackson sent an email to his staff, stating, (b) (6), (b) (7)(C). He also sent an email the same day informing (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) termination was also reflected in a (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), which contained a note next to (b) (6), (b) (7)(C) name that read "TERMINATION (b) (6), (b) (7)(C) /2017." Mr. Munoz confirmed that the (b) (6), (b) (7)(C) accurately reflected (b) (6), (b) (7)(C) employment status with the EPA. During the investigation, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) also confirmed to us that (b) (6), (b) (7)(C) did not perform work for the EPA (b) (6), (b) (7)(C).

When we asked (b) (6), (b) (7)(C) why (b) (6), (b) (7)(C) believed (b) (6), (b) (7)(C) was fired, (b) (6), (b) (7)(C) explained that, on or about (b) (6), (b) (7)(C), 2017, (b) (6), (b) (7)(C), (b) (5)

On December 18, 2018, in a voluntary interview, (b) (6), (b) (7)(C) told us that prior to (b) (6), (b) (7)(C) arriving (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) stated

that when (b) (6), (b) (7)(C) they were letting go, to which (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) believed (b) (6), (b) (7)(C) was being fired because (b) (6), (b) (7)(C), (b) (5)

On July 24, 2019, in a voluntary interview, Mr. Jackson was asked why (b) (6), (b) (7)(C) was fired. In response, Mr. Jackson replied, (b) (6), (b) (7)(C)

Continued Salaried Payments and Benefits for (b) (6), (b) (7)(C) After (b) (6), (b) (7)(C) Termination

On (b) (6), (b) (7)(C) 2017, 22 days after (b) (6), (b) (7)(C) was terminated, (b) (6), (b) (7)(C) emailed Mr. Jackson from (b) (6), (b) (7)(C) personal email account, informing him that (b) (6), (b) (7)(C) had not gotten paid. (b) (6), (b) (7)(C) wrote, "Also I haven't got paid yet, usually I get paid on Thursday. I just wanted to see if something has changed since our conversation about being paid a few months." In his response, Mr. Jackson told (b) (6), (b) (7)(C) to let him know if (b) (6), (b) (7)(C) did not get paid by (b) (6), (b) (7)(C) 2017, the actual pay date. Mr. Jackson said in an email to (b) (6), (b) (7)(C) that "we" had not put in "any paperwork" on (b) (6), (b) (7)(C), "so no one was aware of any actions." Four days later, (b) (6), (b) (7)(C) emailed Mr. Jackson again, writing, "I still haven't received my paycheck yet." That same day, Mr. Jackson forwarded the email to Mr. Munoz, requesting that Mr. Munoz "track this down." In a voluntary interview, Mr. Munoz admitted that Mr. Jackson told him to ensure (b) (6), (b) (7)(C) received (b) (6), (b) (7)(C) salaried payments after (b) (6), (b) (7)(C) had been terminated.

On (b) (6), (b) (7)(C) 2017, (b) (6), (b) (7)(C) emailed Mr. Jackson and Mr. Munoz to inform them that (b) (6), (b) (7)(C) still had not been paid for the previous pay period. Mr. Jackson then sent an email to Mr. Munoz and (b) (6), (b) (7)(C), writing, "I need this done. I promised (b) (6), (b) (7)(C) Mr. Jackson, however, told us that he did not promise (b) (6), (b) (7)(C) anything. (b) (6), (b) (7)(C) forwarded Mr. Jackson's email to (b) (6), (b) (7)(C) that same day. (b) (6), (b) (7)(C) wrote, "Can you please check into this. I have no information. First I heard." (b) (6), (b) (7)(C), in a voluntary interview, told us that (b) (6), (b) (7)(C) did not remember responding to Mr. Jackson's request or receiving further information from (b) (6), (b) (7)(C) on Mr. Jackson's request.

² (b) (6), (b) (7)(C)

On the same day, (b) (6), (b) (7)(C) asked Mr. Munoz, “(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) advised that, if (b) (6), (b) (7)(C) stopped working at the EPA on (b) (6), (b) (7)(C) 2017, (b) (6), (b) (7)(C) would not have been paid for the two pay periods covering (b) (6), (b) (7)(C) 2017, through (b) (6), (b) (7)(C) 2017. Mr. Munoz responded, (b) (6), (b) (7)(C) ” When (b) (6), (b) (7)(C) asked Mr. Munoz whether (b) (6), (b) (7)(C) had been working at the EPA since (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) responded affirmatively.

In a voluntary interview, Mr. Munoz told us that he and Mr. Jackson had “figured out” how to get (b) (6), (b) (7)(C) paid after (b) (6), (b) (7)(C) termination. Mr. Munoz explained that the “fix,” which he believed was Mr. Jackson’s idea, was to tell the EPA’s Human Resources Management Division that (b) (6), (b) (7)(C) was on an extended telework schedule so that (b) (6), (b) (7)(C) would receive pay through (b) (6), (b) (7)(C) 2017. Mr. Munoz explained that he believed Mr. Jackson would not be happy if he had not followed Mr. Jackson’s order to get additional pay for (b) (6), (b) (7)(C) after (b) (6), (b) (7)(C) termination.

Mr. Munoz completed amended time-and-attendance reports for (b) (6), (b) (7)(C) for pay periods (b) (6), (b) (7)(C), covering (b) (6), (b) (7)(C), 2017, through (b) (6), (b) (7)(C), 2017. In these amended reports, Mr. Munoz falsely stated that (b) (6), (b) (7)(C) “worked episodic telework” for the entirety of two pay periods, with the exception of one holiday. In a voluntary interview, Mr. Munoz admitted to us that at the time he amended (b) (6), (b) (7)(C) time-and-attendance reports, he knew the continued payments made to (b) (6), (b) (7)(C) were wrong and were potentially theft against the government.

Mr. Jackson signed in the “Supervisor Approval” field on both amended reports. In doing so, the reports required Mr. Jackson to “certify that the time and attendance reported ... [was] correct and [was] authorized in accordance with applicable statutes and regulations.” Mr. Jackson admitted to us that he had, in fact, signed both of the amended reports. The amended reports did not have a date field to indicate when Mr. Jackson signed the reports.

In two separate interviews, Mr. Jackson admitted knowing that he had approved the EPA paying (b) (6), (b) (7)(C) after (b) (6), (b) (7)(C) termination from the Agency on (b) (6), (b) (7)(C), 2017. On July 24, 2019, Mr. Jackson stated, “I didn’t want to just, you know, terminate (b) (6), (b) (7)(C) drop (b) (6), (b) (7)(C). There was a need for us to—to have some kind of transition. (b) (6), (b) (7)(C) knew that, (b) (6), (b) (7)(C) did that.” Later in that same interview, we asked Mr. Jackson, “Can (b) (6), (b) (7)(C) stay on the payroll if (b) (6), (b) (7)(C) no longer actually working here?” Mr. Jackson replied, “It’s what I chose to do.” Mr. Jackson also stated, “You know, I wanted a transition period. I didn’t think it was really fair to (b) (6), (b) (7)(C) what was going down. ... I wanted to be helpful to (b) (6), (b) (7)(C).”

On December 18, 2019, Mr. Jackson explained that (b) (6), (b) (7)(C) continued to receive pay from the EPA because he wanted (b) (6), (b) (7)(C) to be “available” if he needed to contact (b) (6), (b) (7)(C). Mr. Jackson further stated, “That’s what I did. If you guys want to write something bad up about it and send it to (b) (6), (b) (7)(C),”

then-associate deputy administrator for the EPA] and send it to [then-Administrator Andrew] Wheeler, knock yourself out, but that's what I did."

Mr. Munoz submitted an SF-52 for (b) (6), (b) (7)(C) on or about (b) (6), (b) (7)(C) 2017. In this SF-52, Mr. Munoz falsely stated that (b) (6), (b) (7)(C) had resigned on (b) (6), (b) (7)(C) 2017. Mr. Munoz also signed the SF-52 and wrote (b) (6), (b) (7)(C) after his signature, while Mr. Jackson signed for himself in the "Action Requested By" field and for then-Administrator Pruitt in the "Action Authorized By" field. Mr. Jackson admitted that he signed the (b) (6), (b) (7)(C) 2017 SF-52. In addition, Mr. Munoz admitted to filling out the SF-52, signing the SF-52 for (b) (6), (b) (7)(C) without (b) (6), (b) (7)(C) permission, and falsely stating in the SF-52 that (b) (6), (b) (7)(C) had resigned from the EPA on (b) (6), (b) (7)(C) 2017. Mr. Munoz explained to us that his actions were taken at the direction of Mr. Jackson.

When we interviewed (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) was terminated (b) (6), (b) (7)(C) In addition, Mr. Munoz admitted that (b) (6), (b) (7)(C) did not authorize him to sign (b) (6), (b) (7)(C) SF-52 on (b) (6), (b) (7)(C) behalf. Furthermore, (b) (6), (b) (7)(C) told us that (b) (6), (b) (7)(C) believed Mr. Jackson purposefully delayed sending (b) (6), (b) (7)(C) SF-52 to the EPA's Human Resources Management Division so that the EPA would continue to pay (b) (6), (b) (7)(C) after (b) (6), (b) (7)(C) no longer worked at the Agency.

We confirmed that (b) (6), (b) (7)(C) amended timesheets were processed and that (b) (6), (b) (7)(C) was paid for time in pay periods (b) (6), (b) (7)(C), which occurred between (b) (6), (b) (7)(C) 2017, and (b) (6), (b) (7)(C) 2017. (b) (6), (b) (7)(C) leave-and-earnings statements confirmed that (b) (6), (b) (7)(C) was paid a lump sum of \$14,181.38 for 80 hours of time worked across pay periods (b) (6), (b) (7)(C), as well as all compensation elements, including Thrift Savings Plan contributions, health insurance, social security, and flexible spending.

Termination of (b) (6), (b) (7)(C)

On (b) (6), (b) (7)(C) 2018, Mr. Munoz met with (b) (6), (b) (7)(C). Also in attendance was (b) (6), (b) (7)(C). In a December 18, 2018 voluntary interview, (b) (6), (b) (7)(C) provided a detailed account of the meeting. During this meeting, Mr. Munoz advised (b) (6), (b) (7)(C) to resign from (b) (6), (b) (7)(C) position at the EPA effective immediately. Mr. Munoz also told (b) (6), (b) (7)(C) that Mr. Munoz was authorized to provide (b) (6), (b) (7)(C) with two months of "severance pay." Mr. Munoz said that if (b) (6), (b) (7)(C) did not resign, (b) (6), (b) (7)(C) would fail to receive the severance pay, (b) (6), (b) (7)(C), and be unable to procure a job with the federal government. When (b) (6), (b) (7)(C) asked why (b) (6), (b) (7)(C) was being terminated, Mr. Munoz replied, "(b) (6), (b) (7)(C)." (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) told us (b) (6), (b) (7)(C) knew at the time of Mr. Munoz's offer that no such thing as severance pay existed for federal employees. (b) (6), (b) (7)(C) confirmed that (b) (6), (b) (7)(C) witnessed Mr. Munoz tell (b) (6), (b) (7)(C) that "[t]hey'll make life difficult for (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) won't work for the federal government." According to (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) refused to sign the resignation paperwork, instead asking Mr. Munoz

why (b) (6), (b) (7)(C) was being fired. (b) (6), (b) (7)(C) believed Mr. Munoz was ordered to terminate (b) (6), (b) (7)(C)

Mr. Munoz generally corroborated (b) (6), (b) (7)(C) account of the (b) (6), (b) (7)(C) 2018 meeting. He also admitted to us that it was Mr. Jackson who directed him to provide severance pay to (b) (6), (b) (7)(C) on the condition that (b) (6), (b) (7)(C) agree to resign. Mr. Jackson told us that the EPA cannot provide severance packages. (b) (6), (b) (7)(C) did not remember Mr. Munoz mentioning anything about a severance package. (b) (6), (b) (7)(C) believed there was a possibility that Mr. Munoz mentioned that (b) (6), (b) (7)(C) might (b) (6), (b) (7)(C) if (b) (6), (b) (7)(C) did not sign the resignation paperwork. In an interview on December 18, 2019, Mr. Jackson stated that he tried to help (b) (6), (b) (7)(C) by keeping (b) (6), (b) (7)(C) on the payroll to avoid a break in service.

After the (b) (6), (b) (7)(C) 2018 meeting, an EPA armed contract security guard escorted (b) (6), (b) (7)(C) from the EPA building. At that time, (b) (6), (b) (7)(C) believed that (b) (6), (b) (7)(C) was suspended from the EPA because Mr. Munoz never officially fired (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) never resigned. On July 10, 2019, in a voluntary interview, (b) (6), (b) (7)(C) told us that (b) (6), (b) (7)(C) believed (b) (6), (b) (7)(C), (b) (5)

On (b) (6), (b) (7)(C) 2018, Mr. Munoz signed an SF-52, falsely stating that (b) (6), (b) (7)(C) resigned on (b) (6), (b) (7)(C) 2018. Mr. Munoz signed the SF-52 and wrote "for (b) (6), (b) (7)(C)" next to his signature. Furthermore, Mr. Munoz admitted that he filled out the form, signed it for (b) (6), (b) (7)(C), and falsely reported that (b) (6), (b) (7)(C) resigned on (b) (6), (b) (7)(C) 2018. Mr. Jackson also signed the SF-52 for then-Administrator Pruitt as the official who requested and authorized the action on (b) (6), (b) (7)(C) 2018. Mr. Jackson confirmed that the signatures on the SF-52 were his. The first signature is in Block 5 of the SF-52, "Action Requested By (*Typed Name, Title, Signature, and Request Date*)," with Mr. Jackson's name typed into the block and a signature over it. The second signature can be found in Block 6 of the SF-52, "Action Authorized by (*Typed Name, title, signature, and Concurrence Date*)," with former Administrator Pruitt's name typed into the block and Mr. Jackson's signature over it. In an (b) (6), (b) (7)(C) 2018 email to (b) (6), (b) (7)(C) EPA's Human Resources Management Division, and (b) (6), (b) (7)(C) EPA's Human Resources Management Division, Mr. Munoz wrote, "Attached is the signed 52 for (b) (6), (b) (7)(C). Per my conversation with (b) (6), (b) (7)(C) resignation is effective (b) (6), (b) (7)(C) /18." (b) (6), (b) (7)(C) told us that (b) (6), (b) (7)(C) never agreed to resign, never signed an SF-52, and did not authorize anyone to sign an SF-52 on (b) (6), (b) (7)(C) behalf.

Continued Salaried Payments for (b) (6), (b) (7)(C) After (b) (6), (b) (7)(C) Termination

On (b) (6), (b) (7)(C) 2018, more than one month after (b) (6), (b) (7)(C) refused to resign and was escorted from the EPA building, Mr. Munoz, at the direction of Mr. Jackson, entered and approved 80 hours of work and holiday pay for (b) (6), (b) (7)(C) for pay period (b) (6), (b) (7)(C) in

PeoplePlus, the EPA's official timekeeping system. Mr. Munoz informed us that he never took any personnel actions unilaterally without being instructed to do so by Mr. Jackson or the administrator. He believed that Mr. Jackson directed him to pay (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C), (b) (5). We obtained the leave-and-earnings statements for (b) (6), (b) (7)(C) for pay periods (b) (6), (b) (7)(C), which confirmed that (b) (6), (b) (7)(C) was paid \$10,883.20 in salary for 80 hours of work for each pay period.

In addition, on December 18, 2019, Mr. Jackson told us that (b) (6), (b) (7)(C) was removed because (b) (6), (b) (7)(C). In the same interview, Mr. Jackson also stated that for a period of time, he was trying to help (b) (6), (b) (7)(C) by getting (b) (6), (b) (7)(C) placed with another federal agency and by keeping (b) (6), (b) (7)(C) on the payroll to avoid a "break in service."

(b) (6), (b) (7)(C) confirmed that (b) (6), (b) (7)(C) did not perform any work for the EPA after (b) (6), (b) (7)(C), 2018. From (b) (6), (b) (7)(C), 2018, to (b) (6), (b) (7)(C), 2018, the EPA paid (b) (6), (b) (7)(C) a total of \$23,731.85 in pay and benefits.

Mr. Charles Munoz

Complaint

Based on information about Mr. Munoz that we received from a source on August 27, 2018, we initiated an investigation concerning potential time-and-attendance fraud. During our investigation, we identified information concerning Mr. Munoz's transfer to Las Vegas that required further review. We expanded our investigation to examine the facts and circumstances surrounding his transfer.

Chronology of Significant Events

Table 3 lists significant events related to this investigation.

Table 3. Chronology of significant events relative to Mr. Munoz

Mr. Charles Munoz	
Date	Event
May 8, 2018	<ul style="list-style-type: none"> Mr. Jackson submitted an SF-52 to the EPA's Human Resources Management Division to create the new position of senior advisor to the regional administrator, with an official duty station in Las Vegas. Mr. Munoz was identified as the person designated for the position.
May 15, 2018	<ul style="list-style-type: none"> Mr. Munoz was recorded as having arrived in the Las Vegas area and accessing the Las Vegas Finance Center.
May 17, 2018	<ul style="list-style-type: none"> Mr. Munoz attested his timesheet for the pay period of May 27, 2018, to June 9, 2018, for 71 regular hours worked and nine holiday hours.
May 21, 2018	<ul style="list-style-type: none"> (b) (6), (b) (7)(C), an EPA human resources specialist, coordinated with Mr. Munoz on the proposed effective date of Mr. Munoz's reassignment. Mr. Munoz concurred with the effective date of May 27, 2018.
May 25, 2018	<ul style="list-style-type: none"> Mr. Munoz attested his timesheet for the pay period of June 10, 2018, to June 23, 2018, that he performed 80 regular hours of work.
May 27, 2018	<ul style="list-style-type: none"> Mr. Munoz officially began as the senior advisor to the regional administrator for EPA Region 9.
June 4, 2018	<ul style="list-style-type: none"> (b) (6), (b) (7)(C), the deputy regional administrator for EPA Region 9 and the approving official for Mr. Munoz's time, emailed Mr. Munoz to suggest that, because of his remote duty station, she required him to report to her what his work schedule was for each pay period prior to his timesheet being approved. Mr. Munoz attested his timesheet for the pay period of June 24, 2018, to July 7, 2018, for 71 regular hours worked, and nine holiday hours.
July 5, 2018	<ul style="list-style-type: none"> Mr. Munoz attested his timesheets for the pay periods of: <ul style="list-style-type: none"> July 8, 2018, to July 21, 2018, for 80 regular hours worked. July 22, 2018, to August 4, 2018, for 80 regular hours worked.
August 15, 2018	<ul style="list-style-type: none"> Mr. Munoz attested his timesheets for the pay periods of: <ul style="list-style-type: none"> August 5, 2018, to August 18, 2018, for 80 regular hours worked. August 19, 2018, to September 1, 2018, for 80 regular hours worked. September 2, 2018, to September 15, 2018, for 71 regular hours worked and nine holiday hours.
September 4, 2018	<ul style="list-style-type: none"> Mr. Munoz attested his timesheets for the pay periods of: <ul style="list-style-type: none"> September 16, 2018, to September 29, 2018, for 80 regular hours worked. September 30, 2018, to October 13, 2018, for 71 regular hours worked and nine holiday hours.

Mr. Munoz's Appointment as Senior Advisor and Transfer to Las Vegas

On May 8, 2018, Mr. Jackson submitted an SF-52 and other documentation to the EPA's Human Resources Management Division to create the position of senior advisor to the regional administrator for EPA Region 9, job series 0301.³ The position was designated as a

³ The U.S. Office of Personnel Management occupational series 0301, Miscellaneous Administration and Program Series, includes positions the duties of which are to perform, supervise, or manage nonprofessional, two-grade interval work for which no other series is appropriate. The work requires analytical ability, judgment, discretion, and knowledge of a substantial body of administrative or program principles, concepts, policies, and objectives.

GS-15, Step 10. Mr. Jackson identified Mr. Munoz as the person selected for the position. Mr. Jackson signed as the requestor and for the authorizing official, then-Administrator Pruitt.

On May 21, 2018, Mr. Munoz received a memorandum from (b) (6), (b) (7)(C) a human resources specialist with the Human Resources Management Division, confirming Mr. Munoz's conversion to a new Schedule C appointment as the senior advisor to the regional administrator for EPA Region 9, GS-0301-15, Step 10, with an official duty station of Las Vegas. The effective date of Mr. Munoz's appointment was May 27, 2018.

Mr. Munoz received a four-step increase when he converted from his GS-0301-15, Step 6 White House liaison appointment in Washington, D.C., to a new GS-0301-15, Step 10 Schedule C appointment as a senior advisor to the EPA Region 9 regional administrator with an official duty station of Las Vegas, Nevada. The annual salary in 2018 for a GS-0301-15, Step 6, with a locality adjustment for Washington, D.C., was \$157,253. An employee at the same GS-0301-15, Step 6 level with the Las Vegas locality adjustment earned \$142,867 annually in 2018, approximately \$14,000 less than the Washington, D.C.-based position. However, a GS-0301-15, Step 10 position with locality adjustment for Las Vegas was \$159,194 per annum in 2018. The four-step increase enabled Mr. Munoz to receive a salary in Las Vegas that was comparable to what he had earned in Washington, D.C.

In a voluntary interview, we asked Mr. Jackson about Mr. Munoz's appointment as the senior advisor to the EPA Region 9 regional administrator. Mr. Jackson told us that it was his decision to select Mr. Munoz for the position and to allow Mr. Munoz to work from Las Vegas. He explained that "they" try to put political appointees in other regional positions because it would be helpful to the offices. Mr. Jackson also said that Mr. Munoz was originally from Las Vegas and was interested in doing something new and closer to where he was from.

Mr. Munoz's Receipt of a Four-Step Pay Increase

As discussed above, on May 8, 2018, Mr. Jackson signed an SF-52 that was submitted to the EPA's Human Resources Management Division. The SF-52 requested that Mr. Munoz be converted to the position of senior advisor to the regional administrator for EPA Region 9, at the GS-15, Step 10, pay level. Mr. Jackson did not cite any pay-setting authority that would permit this four-step pay increase nor was any other justification provided. A human resources specialist for the U.S. Office of Personnel Management, or OPM, explained to us that the information documented on an SF-52 is entered into an electronic system and a Form 1019, *Request for Schedule C Appointing Authority*, is generated.⁴ Mr. Munoz's proposed appointment was a Schedule C position, which is a type of political appointment. The appointment required advance approval from the White House Presidential Personnel Office and the OPM. According to (b) (6), (b) (7)(C), the Form 1019 was supposed to have been provided to (b) (6), (b) (7)(C), the EPA's then-acting deputy White House liaison.

⁴ Schedule C positions are excepted from the competitive service because they have policy-determining responsibilities or require the incumbent to serve in a close and confidential working relationship with the head of an agency or other key appointed official.

(b) (6), (b) (7)(C) was supposed to provide the Form 1019 to the White House Presidential Personnel Office for review and approval. (b) (6), (b) (7)(C) signature can be found on the Form 1019, approving Mr. Munoz's new position. The request for appointing authority was reviewed and approved by the OPM on May 10, 2018.

The Form 1019 that the OPM reviewed included information identifying Mr. Munoz as the proposed candidate, as well as the proposed position's title, grade and step, and location. The form did not indicate that Mr. Munoz was a current federal employee, nor did it include information identifying Mr. Munoz's current grade and step. According to (b) (6), (b) (7)(C) an OPM senior human resources specialist, the OPM does not conduct any independent research to determine whether the proposed pay identified on a Form 1019 has been properly determined. Rather, the OPM relies upon the requesting agency to properly determine the pay in accordance with the law and the requesting agency's pay policy. Therefore, the OPM approval provided for Mr. Munoz's appointment to a senior advisor did not include a review of whether his appointment was made at the correct step.

(b) (6), (b) (7)(C) EPA's Human Resources Management Division, informed us that in February 2018, (b) (6), (b) (7)(C) were responsible for executing hirings, transfers, and certain other personnel matters for political appointees. (b) (6), (b) (7)(C) further explained that when Mr. Jackson requested the new appointment for Mr. Munoz, the staff of the EPA's Human Resources Management Division lacked experience with political appointee matters and did not understand what actions they could take regarding proposed appointments. (b) (6), (b) (7)(C) told us that he determined that the new position created for Mr. Munoz and the associated four-step increase appeared "irregular," but they were unable to identify any regulation prohibiting the pay increase. Therefore, in keeping with the Agency's past practice of granting step increases when political appointees were reassigned and the OPM's approval of Mr. Munoz's appointment, the EPA's Human Resources Management Division permitted both the appointment and the increase to take effect. (b) (6), (b) (7)(C) told us that they assumed the OPM reviewed the proposed pay for Mr. Munoz prior to granting approval.

We determined through our research and interview with (b) (6), (b) (7)(C) that federal regulations require that when a federal employee is appointed to a new position at the same grade level without a break in service, an increase in step is not permitted.⁵ Therefore, when Mr. Munoz was appointed to the senior advisor position, he should have remained a GS-15, Step 6, the same pay level he had during his tenure as the White House liaison.

By authorizing Mr. Munoz's appointment to a GS-0301-15, Step 10 position, the EPA allowed for a loss to the government of \$40,575.11, which is the total pay differential of the improper pay increase from the date of appointment through November 7, 2020. After this

⁵ As provided in 5 C.F.R. § 531.213, "[f]or an employee who is moved laterally (by transfer, reassignment, change in type of appointment, change in official worksite, or other change in position) from one GS position to a different GS position without a change in grade or break in service, the agency must determine the employee's payable rate of basic pay and any underlying rate(s) of basic pay based on the employee's new position of record, new official worksite, and the step ... in effect before the position change."

date, Mr. Munoz was transitioned to the Senior Level pay scale until his resignation on January 20, 2021.

Mr. Munoz's Work Schedule and Telework Status

Mr. Munoz began working at his official duty station, the Las Vegas Finance Center, prior to his May 27, 2018 start date as the senior advisor to the regional administrator for EPA Region 9. During the pay period covering May 13, 2018, to May 26, 2018, while he still had the official title of White House liaison, Mr. Munoz accessed the Las Vegas Finance Center. During this pay period, he also traveled on official business from Las Vegas.

After starting as the senior advisor to the regional administrator, Mr. Munoz worked a compressed work schedule. However, he was still required to complete 80 hours of work per pay period. A compressed work schedule allows an employee to opt for a workday exceeding eight hours, resulting in the completion of 80 hours of work in fewer than the standard ten workdays. Compressed work schedules are authorized by the employee's supervisor. Mr. Munoz's compressed two-week work schedule consisted of nine hours each Monday through Thursday, eight hours on the first Friday, and the second Friday off. In a voluntary interview, Mr. Munoz described to us his normal workday as beginning around 5:30 a.m. and finishing between 4:00 and 5:00 p.m.

EPA Order 3110.32, *Telework Policy*, requires an employee to complete both a telework agreement for the supervisor's approval and training on telework before participating in the Agency's telework program. Mr. Munoz stated that he had an approved telework agreement during his time as the White House liaison. In a voluntary interview, Mr. Munoz made claims to us that he was "pretty sure" he had submitted a telework agreement to EPA Region 9 and agreed to provide us with a copy. Mr. Munoz never provided us with a copy of his telework agreement.

The EPA Region 9 Human Resources Office confirmed that Mr. Munoz did not have a telework agreement on file with EPA Region 9. Mr. Munoz's former supervisor, (b) (6), (b) (7)(C), was unsure if Mr. Munoz had a telework agreement on file. Mr. Munoz told us that he never had a conversation with (b) (6), (b) (7)(C) regarding telework.

Because Mr. Munoz was not co-located with EPA Region 9 personnel, (b) (6), (b) (7)(C), who was responsible for approving Mr. Munoz's time in PeoplePlus, required that Mr. Munoz provide her with written confirmation of the hours he attested to in his timesheet. (b) (6), (b) (7)(C) emailed Mr. Munoz on June 4, 2018, stating, "Because your work location is Las Vegas, I suggest you send me an email each pay period (say, at the same time you complete your time card, e.g., Wednesday or Thursday of the second week) letting me know what your work schedule was for that period (e.g., M-F 8 hour days). If I'm in the system as your time approver, I will also receive any leave requests, which should be straightforward."

Mr. Munoz's Inaccurate Time-and-Attendance Records

Mr. Munoz admitted to EPA OIG special agents that he knew:

- He was responsible for submitting accurate information in PeoplePlus.
- How PeoplePlus worked, and when and how to request and take leave.
- His supervisor would not have authorized him to telework for extended periods.

Despite this knowledge, Mr. Munoz continued to lie about his location during times he attested to working regular hours, as submitted in PeoplePlus.

There are 15 pay periods that fall between May 27, 2018, and December 22, 2018. For each pay period, Mr. Munoz attested to and submitted his time and attendance in PeoplePlus. Of his 15 pay-period submissions to PeoplePlus, Mr. Munoz provided false information for 14. In his submission of his timesheets in PeoplePlus, Mr. Munoz claimed that he worked either nine- or eight-hour workdays according to his compressed work schedule. Prior to Mr. Munoz's submission of each time card in PeoplePlus, he was required to acknowledge the following:

I attest that I have read the information provided on the Login Screen of PeoplePlus and understand the consequences to knowingly or intentionally submitting false information in a government timecard.

To determine whether Mr. Munoz reported to his official duty station on the days he attested to working, we gathered and reviewed information from various sources to account for Mr. Munoz's activities. The information, which we list in Appendix A, included access badge data, computer log entries, timesheets, cell phone data, emails, travel and financial documents, and personal appointments. An analysis of the information allowed us to determine whether Mr. Munoz was at his official duty station on his scheduled workdays from May 27, 2018, through December 22, 2018. We captured each workday under one of the following six categories, which we summarized in Table 4: (1) Full Day at the Official Duty Station, (2) Day Not Reporting to the Official Duty Station, (3) Partial Day at the Official Duty Station, (4) Day on Official Travel, (5) Holiday, and (6) Day on Leave. The results are summarized in Table 4.

Table 4. Summary of analysis

Pay Period Year: 2018	Full Day at the Official Duty Station ^a	Day Not Reporting to the Official Duty Station ^b	Partial Day at the Official Duty Station ^c	Day on Official Travel ^d	Holiday ^d	Day on Leave ^d
5/27–6/9		7	1		1	
6/10–6/23		7	2			
6/24–7/7		3	1	4	1	
7/8–7/21		4		5		
7/22–8/4		8		1		
8/5–8/18		8	1			
8/19–9/1		8	1			
9/2–9/15		4		4	1	
9/16–9/29		6	1	2		
9/30–10/13		3		5	1	
10/14–10/27		4	1	4		
10/28–11/10	3		4	4		
11/11–11/24	5				2	2
11/25–12/8	1	1		5	1	1
12/9–12/22	3	1	1	4		
Total Days:	12	64	11	38	7	3

^a If Mr. Munoz accessed the Las Vegas Finance Center or the EPA network or made calls on his EPA-issued cell phone for what appeared to be more than four hours, he was credited with a full day of work.

^b If Mr. Munoz did not access the Las Vegas Finance Center or the EPA network, used his cell phones away from the Las Vegas Finance Center, attended (b) (6), (b) (7)(C) or sent emails identifying him engaged in places other than the Las Vegas Finance Center, it was determined that he was not working a full day of work at his assigned duty location.

^c If Mr. Munoz accessed the Las Vegas Finance Center or the EPA network or made calls on his cell phones in the vicinity of the Las Vegas Finance Center for more than one hour but less than four hours, he was credited with a partial day of work, or four hours.

^d Holidays, official government travel, and leave used accounted for full workdays.

To further our analysis, we developed a spreadsheet detailing the locations of activity for Mr. Munoz's EPA-issued cell phone and personal cell phone, (b) (7)(E). The activity data were also plotted on maps. Below is an overview of our findings for the pay periods covering May 27, 2018, through December 22, 2018, focusing on Mr. Munoz's activities during traditional workweeks, Monday through Friday. Specifically, we found:

- **Pay Period May 27–June 9, 2018.** This was Mr. Munoz's first official pay period as the senior advisor to the regional administrator for EPA Region 9. During these two weeks, the evidence reviewed showed Mr. Munoz as not having worked from his official duty location on seven of the nine workdays in his compressed schedule. He was recorded entering the Las Vegas Finance Center on one workday, June 4, 2018, which the activity data we collected show was a partial workday. Specifically, the activity data we collected for that day show that Mr. Munoz made and received

phone calls near his residence and engaged in minimal work email traffic. On June 6, 2018, Mr. Munoz emailed (b) (6), (b) (7)(C), stating, "I've been in my Vegas office except for the 24th and 25th of May when I was in the LA office (not sure if that falls under the time period). Let me know of any questions. Thank you." *For this pay period, Mr. Munoz claimed 71 hours of regular work and nine holiday hours.*

- **Pay Period June 10–23, 2018.** During these two weeks, Mr. Munoz did not work from his official duty location on seven of the nine workdays in his compressed schedule. He was recorded as entering the Las Vegas Finance Center on two workdays, which were identified as partial workdays: June 11 and 15, 2018. On June 20, 2018, Mr. Munoz emailed (b) (6), (b) (7)(C), stating, "I've been in the Las Vegas office for the entire pay period." He was also recorded entering the Las Vegas Finance Center on June 22, 2018, the second Friday in the pay period, but he did not claim to have worked any hours that day, as this would have been his day off as a result of his normal compressed work schedule. *For this pay period, Mr. Munoz claimed 80 hours of regular work.*
- **Pay Period June 24–July 7, 2018.** During these two weeks, Mr. Munoz did not work from his official duty location on three of the nine workdays in his compressed schedule. He was on official government travel from June 26 to 29, 2018. He was identified as being present for a partial day of work at the Las Vegas Finance Center on July 5, 2018. On July 3, 2018, Mr. Munoz emailed (b) (6), (b) (7)(C), stating, "I was in Santa Maria (Casmalia) for Wednesday and Thursday last week for the Administrator's visit. I'll be working out of the Vegas office this week. Hope you have a great 4th!" *For this pay period, Mr. Munoz claimed 71 hours of regular work and nine holiday hours.*
- **Pay Period July 8–21, 2018.** During these two weeks, Mr. Munoz did not work from his official duty location on four of the nine workdays in his compressed schedule. He was on official government travel for five days. *For this pay period, Mr. Munoz claimed 80 hours of regular work.*
- **Pay Period July 22–August 4, 2018.** During these two weeks, Mr. Munoz did not work from his official duty station on eight of the nine workdays in his compressed schedule. He was on official government travel to San Francisco on July 23, 2018. On July 31, 2018, Mr. Munoz was found to have attended (b) (6), (b) (7)(C) from 8:38 a.m. to 8:57 a.m., approximately 11 miles from his official duty station. On August 1, 2018, Mr. Munoz emailed (b) (6), (b) (7)(C) stating, "Outside of last week when I was in SF for a day, the rest of my time has been spent working out of the Las Vegas CFO office." *For this pay period, Mr. Munoz claimed 80 hours of regular work.*
- **Pay Period August 5–18, 2018.** During these two weeks, Mr. Munoz did not work from his official duty location on eight of the nine workdays in his compressed schedule. He was found to have been present for a partial day on August 15, 2018.

On August 16, 2018, Mr. Munoz attended (b) (6), (b) (7)(C) at 11:15 a.m., approximately 11 miles from his official duty station. *For this pay period, Mr. Munoz claimed 80 hours of regular work.*

- **Pay Period August 19–September 1, 2018.** During these two weeks, Mr. Munoz did not work from his official duty location on eight of the nine workdays in his compressed schedule. He was found to have been present for a partial workday on August 22, 2018. On August 23, 2018, Mr. Munoz had a Department of Motor Vehicles appointment scheduled for 9:15 a.m. (b) (6), (b) (7)(C). On August 24, 2018, at 9:14 a.m., Mr. Munoz was identified as having made or received a phone call in Nipton, California, which is on the border of California and Nevada. On August 27, 2018, Mr. Munoz was found to have made several phone calls in Ventura, California. On August 29, 2018, Mr. Munoz had a second Department of Motor Vehicles appointment scheduled for 8:45 a.m. On August 30, 2018, Mr. Munoz emailed (b) (6), (b) (7)(C) stating, “I’ve been working out of the Vegas office the past 2 pay periods. For future reference, I’ll be working out of HQ in DC all next week.” *For this pay period, Mr. Munoz claimed 80 hours of regular work.*
- **Pay Period September 2–15, 2018.** During these two weeks, Mr. Munoz did not work from his official duty location on four of the nine workdays in his compressed schedule. He was on official government travel from September 3 to 7, 2018, as reported to (b) (6), (b) (7)(C). Mr. Munoz claimed nine hours of holiday pay for September 3, 2018. On September 11, 2018, he attended (b) (6), (b) (7)(C) at 10 a.m., approximately 11 miles from his official duty location. On September 14, 2018, Mr. Munoz emailed (b) (6), (b) (7)(C), stating, “Correct, I was in DC a week ago and was in Vegas this current week. I’ll be back in DC next week as well. Have a good weekend.” *For this pay period, Mr. Munoz claimed 80 hours of regular work.*
- **Pay Period September 16–29, 2018.** During these two weeks, Mr. Munoz did not work from his official duty location on six of the nine workdays in his compressed schedule. He was found to have been present for a partial workday on September 24, 2018. He was on official government travel for two days: September 17 and 18, 2018. On September 20 and 29, 2018, Mr. Munoz was at his residence for the delivery and construction of furniture between 1:00 p.m. and 3:00 p.m. Communications between Mr. Munoz and the delivery personnel, as well as between Mr. Munoz and a private contractor hired to assemble the furniture, (b) (7)(E). On September 19, 2018, Mr. Munoz attended (b) (6), (b) (7)(C) at 9 a.m. On September 25, 2018, he attended (b) (6), (b) (7)(C) from 8:06 a.m. to 8:23 a.m., approximately 11 miles from his official duty location. On September 26, 2018, he attended (b) (6), (b) (7)(C) at an unknown time. *For this pay period, Mr. Munoz claimed 80 hours of regular work.*
- **Pay Period September 30–October 13, 2018.** During these two weeks, Mr. Munoz did not work from his official duty location on three of the nine workdays in his compressed schedule. He was on official government travel for five days.

On October 4, 2018, Mr. Munoz received an email from Target at 3:17 p.m. to thank him for picking up his “item(s).” On October 9, 2018, he attended (b) (6), (b) (7)(C) at 2:45 p.m., approximately 11 miles from his official duty location. *For this pay period, Mr. Munoz claimed 71 hours of regular work and nine holiday hours.*

- **Pay Period October 14–27, 2018.** During these two weeks, Mr. Munoz did not work from his official duty location on four of the nine workdays in his compressed schedule. He was on official government travel for four days. Mr. Munoz was found to have been present for one partial workday on October 25, 2018. On October 17, 2018, Mr. Munoz (b) (6), (b) (7)(C), (b) (7)(E). Phone records identify Mr. Munoz as making and receiving phone calls on his personal and EPA-issued cell phones in the vicinity of the (b) (6), (b) (7)(C) store between 2:24 p.m. and 2:49 p.m. *For this pay period, Mr. Munoz claimed 80 hours of regular work.*
- **Pay Period October 28–November 10, 2018.** During these two weeks, Mr. Munoz worked two partial workdays and two full workdays at his official duty location. On November 6, 2018, Mr. Munoz used six hours of sick leave, and completed the rest of his workday at his official duty location. On that same day Mr. Munoz attended (b) (6), (b) (7)(C) at 11 a.m., approximately 11 miles from his official duty location. *For this pay period, Mr. Munoz claimed 74 hours of regular work, and six hours of sick leave.*
- **Pay Period November 11–24, 2018.** During these two weeks, Mr. Munoz worked at his official duty location for five days. He used 18 hours of sick leave. *For this pay period, Mr. Munoz claimed 44 hours of regular work, 18 holiday hours, and 18 hours of sick leave.*
- **Pay Periods November 25–December 8, 2018.** During these two weeks, Mr. Munoz did not work from his official duty location on one day. He worked from his official duty location for one day. He was on official travel for five days. Mr. Munoz used nine hours of sick leave on November 26, 2018. *For this pay period, Mr. Munoz claimed 62 hours of regular work, nine holiday hours, and nine hours of sick leave.*
- **Pay Period December 9–December 22, 2018.** During these two weeks, Mr. Munoz did not work from his official duty location on one of the nine workdays in his compressed schedule. He was found to have worked one partial workday on December 17, 2018. He was on official travel for four days. He worked from his official duty location on three workdays. *For this pay period, Mr. Munoz claimed 80 hours of regular work.*

Mr. Munoz admitted to us that he knew to tell (b) (6), (b) (7)(C) he was working in the Las Vegas Finance Center to ensure she would not ask further questions about where he was during the pay period. (b) (6), (b) (7)(C) EPA employees assigned to the Las Vegas Finance Center provided statements that described Mr. Munoz as not being in the office most days. According to (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C), when Mr. Munoz came into the office, he departed around midday or during lunch and did not return. (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C). Mr. Munoz made admissions that there were times he would show up to the office to work for four hours and consider himself working because he was accessible by phone when not in the office and would take four hours (b) (6), (b) (7)(C)

IV. Overall Impact of Mr. Jackson's and Mr. Munoz's Conduct

Mr. Jackson improperly approved and directed that (b) (6), (b) (7)(C) continue to receive full pay and benefits from the EPA after they were terminated from federal service. Mr. Jackson and Mr. Munoz, who acted at the direction of Mr. Jackson, produced and used fraudulent documents to facilitate the payments and mislead EPA personnel concerning (b) (6), (b) (7)(C) employment status.

The total dollar loss to the EPA in unauthorized payments directed by Mr. Jackson, executed with Mr. Munoz's assistance, and paid to (b) (6), (b) (7)(C) was \$37,913.23. The EPA paid (b) (6), (b) (7)(C) \$14,181.38 in salary and benefits after (b) (6), (b) (7)(C) termination from the EPA. The EPA paid (b) (6), (b) (7)(C) \$23,731.85 in salary and benefits after (b) (6), (b) (7)(C) termination from the EPA.

As for Mr. Munoz, our investigation found that between May 27, 2018, and December 21, 2018, he was not at his assigned work location for 64 workdays that he attested to as working regular hours in PeoplePlus, and an additional 11 days were partial workdays at the Las Vegas Finance Center were identified. To determine the financial loss to the EPA, we calculated the amounts based on the hourly rate of a GS-15, Step 10, to include locality pay for Las Vegas, as shown in the 2018 Salary Table published by the OPM. As of January 1, 2018, the hourly rate for an employee earning a GS-15, Step 10, pay in Las Vegas was \$76.28. The total loss to the EPA in wages paid for Mr. Munoz's misconduct is \$46,607.08. Mr. Munoz accrued 56 hours of annual leave, worth \$4,271.68 and an additional 56 hours of sick leave worth \$4,271.68 during the period in question. The total loss to the government for Mr. Munoz's misconduct is \$55,150.44.

Finally, the improper four-step pay increase given to Mr. Munoz when he was appointed to the senior advisor position resulted in a loss to the government of \$40,575.11, which is the total pay differential of the improper pay increase from the date of appointment through when he was transitioned to the Senior Level pay scale on November 7, 2020.

V. Prosecutive Status

For our investigations into the continued salaried payments made to (b) (6), (b) (7)(C) after their terminations, we consulted with the U.S. Attorney's Office for the District of Columbia, Fraud and Public Corruption Section; U.S. Attorney's Office for the District of Columbia, Superior Court Division; Department of Justice, Public Integrity Section;

and U.S. Attorney's Office for the District of Nevada, Special Prosecutions Section, concerning the allegations and findings for potential criminal prosecution. The cases were declined by all prosecutive entities.

For our investigation into Mr. Munoz's potential time-and-attendance fraud, we consulted with the U.S. Attorney's Office for the Northern District of California and the U.S. Attorney's Office for the District of Nevada concerning the stated allegations and findings for potential criminal prosecution. The case was declined by both prosecutive entities.

VI. Disposition

Mr. Jackson, (b) (6), (b) (7)(C), and Mr. Munoz are no longer employed by the EPA. This report is being provided to EPA Administrator Michael S. Regan for any action deemed appropriate.